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ABSTRACT

This speech chronicles the history of the teachers' strike in Faribault, Minnesota--the longest teachers' strike in the state's history. After the breakdown of collective bargaining, the school board refused to submit to arbitration by the state's Bureau of Mediation Services. Then the teachers voted to walk out. The Faribault schools were closed, and the strike lasted 46 days. The author includes 10 "premises" about the nature of teachers' strikes, noting that a strike does not come about overnight and that the blame for a strike lies with both sides. (Author/DS)

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PREPARING FOR A STRIKE

AND LIVING WITH IT

AFTER IT HAPPENS

A SPEECH PRESENTED

AT THE

NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPAL'S CONVENTION

New Orleans, LA.

January, 1977

by

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46 DAYS OF DISCONTENT

by D. F. Larson

Last summer, I boarded an airplane to Chicago to appear at a convention. With the plane being filled to capacity, I grabbed a seat next to a well-dressed middle aged man. With time on my hands, I thought I would work on my speech. After working on my speaking notes for over an hour, the gentleman turned to me and said, "You must be a college graduate." "Yes," was my questionning response. "You must have graduated from a midwest college" he continued. "You must have graduated from a South Dakota school. You must have graduated from Huron College". I found it unbelievable. How was he able to tell? Was there an air of dignity about mid-westerners? Was there an appearance of one with class, I thought. I turned to him and said, "You are correct; but what is there about me that led you to those conclusions?" "Oh", he said, "I just read your class ring while you were picking your nose!"

Perhaps we might conclude that if one picks at the nost long enough, enough times, a scab will occur and if picking is continued, it will provide a constant, open wound as we might conclude would occur in an unsettled strike and living with it after it happens.

Faribault, Minnesota is a community located 50 miles south of the Metropolitan Twin Cities. This community of over 17,000 people has an extremely unique educational situation with 27 private, public, or state schools housed within its 210 square miles of school district. Along with eight public elementary, one public Junior High School, one public Senior High School, one Vocational-Technical Institute, State Schools for the deaf and the blind, State Schools for training the mentally retarded, Shattuck Boys' School, St. Mary's School for girls, Wilson Campus for special cases, a Catholic Senior High School, a Catholic Junior High School, three protestant Junior High Schools, and a number of private elementary schools make up the educational spectrum within the community.

Although located in the rich agricultural area, which includes dairy and grain

farming, the community has developed a diversified industrial base which includes manufacturing companies of almost every description. It is important to note that even though much manufacturing occurs, only about 40% of the industries in the community are unionized.

Let me tell you of the story in Faribault. Faribault was one of seven strikes in the state of Minnesota in 1975-76 school year. It is interesting to note that the Faribault strike lasted longer than the total days lost of the other six strikes.

The state Legislature in 1971 enacted the PELRA Law, the law for public employees in the state of Minnesota. The PELRA Law provides public employees for a step process to fair and equitable negotiations. First the employee, 90 days prior to the expiration of his contract, must file with his employer his desire to negotiate a new contract. He then negotiates that contract or an impass occurs.

If an impass, then the employee files with the Bureau of Mediation Services for assistance on the impass. The Bureau of Mediation Services works with both parties in an effort to resolve the contract. If at that particular point the contract is unresolveable, then a request for arbitration will be filed. It is important to note at that point the employee may stand to risk a great deal in the area of arbitration because whatever the third party artitrator decides is binding on the employees part. It is not binding on the employers part.

In the event that the employer does not wish the third party intervention, then he may designate that he will not arbitrate and at that point it becomes a public employees legalized strike. And that's what occured in Faribault. Here is our story:

In May of 1975 the teachers' negotiating group and the school board negotiators met to set contract guidelines for the 1975-77 teacher master contract. At this time, both sides expressed an eagerness to settle because of the very near strike averted 3 hours before its occurance the previous February. Both parties had mutually agreed upon July 14 as a tentative date to complete negotiations.

At a June meeting of the Board of Education, however, the view was dimmed for the teacher group. The board of Education determined the need to change some of the contract language. Little did either side at that time know, that 7 months later the negotiating group of teachers and the Board of Education would be at total impass resulting in the longest teacher strike in history in the state of Minnesota.

Despite early agreements on many of the items in the master contract, language differences and so on, it eventually became an impass situation for both groups. At that time, a state mediator from the Bureau of Mediation Services was called into the scene. So, on September 6 of that year, the impass procedure was started. Please note that at this time with the Bureau of Mediation Services being on the scene, all backed by legislature enactment, further meetings would not be behind closed doors between the two parties and a mediator. The language issues were discussed and proposed changes in the grievance procedure were reviewed but no agreement was reached.

After 15 negotiation sessions and 4 day-long sessions, the state mediator in November declared an impass on 13 contract items. This action paved the way for the next step which was arbitration of the contract disputes. The very next day, teachers sent a letter to the Bureau of Mediation Services requesting arbitration of the dispute. This meant that once the Bureau of Mediation Services had certified the impass items to the Public Employment Relations Board that the final positions would be requested from both sides. Teachers would then have the legal right to strike if within 15 days of receiving the final position the Board of Education would either refuse to submit to arbitration or would not respond.

On December 1, the Bureau of Mediation Services certified the contract dispute to arbitration. One week later, the school board refused to submit to arbitration because they felt they would be morally bound to accept a third party decision and because of their strong feelings about local control. Two days after that, the teachers met and voted to strike on December 18.

Contract talks continued until December 16. No progress was being made and so it appeared certain that although teachers had come so close to striking over their 1974-75 contract that it would become a reality for this contract. The Board of Education then instructed their legal attorney to terminate negotiations with teachers until after January 1, unless the mediation services requested that a special meeting be held. On December 18, the Faribault teachers strike began in 18 degree below zero temperatures.

As in most strike situations the board must make an attempt to keep the schools open but the attempt became futile. One hour later, the schools were closed until the strike had been completed or until proper assistance from substitutes could be acquired. Perhaps one could assert that the teachers to their had planned this strike with the idea that they would continue negotiation talks while students enjoyed their Christmas recess.

The existance of the strike now meant that the more subtle contest of politics, publicity, and nerves would take a more serious and calculated tone. Janitors and secretaries continued employment while cooks filed for unemployment compensation.

Each side attempting to solicit backing from the community attempted their own policital maneuvers. The Board of Education under the direction of the chairman sent a special letter to the parents of the community. The teachers expressed their views through several public information leaflets distributed by over 200 of the teachers. However, attempts to resume contract talks before January 1 because fruitless. During the holiday season, with the exception of Christmas Day, administrators were ordered to man their building while outside over 300 teachers picketed throughout the entire holiday season.

By January 2, Faribault's 5,100 public school students were enjoying their extended vacation while teachers and the board met in a special mediation session in the Twin Cities in an attempt to settle the dispute. By this time, the unresolved issues were becoming clear. Pay and the definition of grievance procedures were understood with grievance eventually becoming the number one issue suplanted later by the number of make-up days allowed for the teachers.

By the end of that first week in January some parents joined teachers on the picket line. Petitions from Faribault citizens were drawn up and presented to the newspaper but contract talks remained unsettled.

On January 15, teachers participated in a buying power demonstration to show the positive economics impact that teachers have in the community. The jaunts of "unwillingness to negotiate", "hot bargaining in good faith", "sincerity" resounded from both sides to the media. A day after the buying spree the impass took on a broader proportion when the parents picketed the sc-ool board chairman's place of business.

At a special board meeting called in the middle of January, the Board of Education approved mid-year graduation for 28 seniors. Teachers opposed the move and appealed to the State Department of Education for a ruling on the graduation. The state later agreed with the teachers.

On Monday, January 19, the Board of Education with the assistance of staffing from elementary administrators, substitutes and non-striking teachers, the first elementary school was opened. Within that very same week, the school board opened three other elementary schools staffing them with substitues whenever they would be able to be acquired. A grade at a time was their scheme. The same day that the first elementary school was opened, teacher negotiations had agreed on contract language of the grievance procedure as proposed by the board. Thereby signalling the first breakthrough in the then 34-day-old strike. However, teachers conditioned the acceptance on adequate protection in other areas of the contract.

Exactly one week later, the board finally accepted the teacher's pay proposal and thea teacher's proposal for adequate protection in the other areas of the contract. Thus, leaving only one issue standing in the way of a contract settlement, make-up days. For the next 11 days, proposals and counter-proposals were presented and rejected.

Finally on the last day of January, Senator Clarence Purfeerst, a democrat from Faribault, scheduled an open meeting between the board and the teachers. The

meeting set for 8:00 a.m. the next morning was the first successful attempt to get the two parties together at a public forum. However, faced with the prospects of having to appear at such a meeting, both sides scheduled a 1:00 a.m. meeting in the nearby town of Owatonna with the presence of the state mediator. Finally, after an additional 10 more mediation sessions, including the final session of seven hours, a compromise agreement on make-up days was reached.

The package including making up 13 student days (2 without pay) and losing pay for 16 days was presented to the teaching staff for ratification. The compromise proposal passed by a vote of 217 to 41. So, on February 1, 46 days after the teachers walked out of their classrooms and onto the sidewalks, the Faribault teachers strike had ended.

A young minister was beginning his internship with an elderly established minister in a small town. The young minister was to give his first sermon in two weeks. While working hard on it, going over it with his colleague, he told the elderly gent that he was scared to death. The elderly minister told him not to worry, simply take, as he does, a glass filled with vodka to the pulpit with him and when scared simply take a sip. So finally the time came for the neophite to present his sermon. After the sermon, he asked for constructive criticism. The elderly minister said two things. First - I told you to sip the vodka, not gulp it. Second - I believe you should say that David slew Goliath, not he killed that bastard with a rock.

Indeed, we all have our own method of expressing ourselves as did the young member of the cloth. Might I express myself another way: The strike has become an American way of life. As members of the middle management teams and as educators, we are destined to live with the strike for many years to come. We all know that the strike is the ultimate weapon to collective bargaining. We all know that it would be much more desirable to have differences worked out at the table so that a strike will not occur. We all know that the best foot must be put

forward before and not after a strike.

With these thoughts in mind, might we all accept the supposition that for every move on the individual's part there is a counter-move or counter-proposal that exists on the other side. So with this thought in mind and with a sense of fair play in the negotiation process, let's look at some premises that you and I must constantly be associated with if strikes prevail.

Premise #1 - If the idea of collective bargaining is requested, the employee must realize that the old contract is terminated and a totally new contract will be negotiated. What they once had will no longer be a continuation of what they now want in addition as was the days of meet and confer.

Premise #2 - If a strike is to occur, the public employees (teachers) must expect a loss of pay. They must realize that there is going to be a counter-move by the board and that is the only effective counter-move that the Board of Education has in collective bargaining if the teachers have been successful in shutting down the schools. Most cases because of the lack of substitutes, as was the case in Faribault schools, they had to be shut down. And when the schools are shut down, inevitably the teachers win. On the other hand, if a strike does occur and the board does allow it to go to that point, the board must accept the fact that they are bound to lose state aid. This point has been proven in the state of Minnesota and at Faribault right now because the Board of Education has filed a suit against the Department of Education in request for the $122,000 that they lost for the make-up of those days that the teachers were on strike. The rationale for the suit- the board maintains that they did everything within their control to keep the schools open.

Premise #3 - If strikes continue and they linger in a community, the community attitude does not tend to be a positive force of action toward the schools or toward what schools do.

Premise #4 - When the teachers decide to strike, this results in a loss of respect to the teacher by the students and by community members. On the other hand, to decide to strike results in the loss of respect by the members of the community to their board mbmers because of this insisting upon maintaining a certain amount of inherent managerial rights. Cries of affliction of "they don't care" results in both sides becoming a target of ridicule.

Premise #5 - The more mistrust the more contract language there will be negotiated. During the meet and confer days, 20 pages of contract was common. Now over 100 pages of contract language seems to be within reason.

Premise #6 - The element of surprise or breaking down the group (teacher or board) is a thing of the past. Both groups with the assistance of the sister constituents are informed of the step by step process. They are determined. They are organized!

Premise #7 - It became imperative to note that the seeking of higher salaries, because of the statute of limitations put upon the Board of Education in out state, provides a possibility that the increase of salaries of the teachers will result in the reduction of staff and greater class size loads in order to pay the salaries.

Premise #8 - When a strike occurs, the blame lies with both sides. A willingness on both sides to negotiate a working contract in most cases can avoid the strike. No side wins and most importantly, when a strike in the school happens, the only real loser is the client.

Premise #9 - A strike does not come about over night. Often, deep seated elongated problems surface for the employee and the employer which constitutes the basis for the strike action. Once a strike has become reality, once the problems have surfaced, we as educators owe it to our clients to sit down and evaluate the reason why the entire relationship and contract impass came to the ultimate consequence. A total committment to interpret, evaluate, analyze the contract is necessary. Analysis of the casual effect relationship must become

an effort by all. If the dilemmas are allowed to fester, if the wound keeps being opened by both sides, the problems of another strike are emminent.

Premise #10 - Whenever a school district is almost totally dependent on foundation aids, the existing laws tend to hinder their sense of fair play and proper negotiation base. Those schools, not matter how difficult the impass, must give in to the demands of the teacher at the cost of all other areas to exist. Failure to comply could result in financial bankruptcy or non-existence of the school district.

I was called upon to give a speech at a principals meeting. After awhile of speaking, my wife held up a sign with the letters K-I-S-S on it. An elderly principal couldn't help noticing the sign K-I-S-S. The prinicpal thought --- what a beautiful time to add a note of confidence. What a beautiful time to add a note of true love and devotion.

He thought that in all 32 years of his marriage his wife really had never shown him that type of devotion - - - and that act was worth complimenting my wife. At the end of the program, he did just that. I overheard him. I told him that I didn't want to shatter his dream, but that little message simply means, KEEP IT SHORT STUPID!

In keeping with that thought may I submit the following thoughts in conclusion: There are many reasons for a strike and probably one of the most inherent is the problems that have occured within the public employees work scheme over a period of time. I suggest one of the quickest ways for a strike to become a reality is for the absence of the following factors.

(A) The absence of respect (uniform application of rules and regulations) toward working people and management.

(B) The absence of honesty between the employer and the employee.

(C) The inability to communicate both ways.

(D) The lacking of humaneness on the part of both the employer and the employee.

(E) And probably most importantly, the absence of trust. For without the element of trust we find it impossible to manage good working relationships between the employer and the employee.

A colleague of yours stands before you today deliberating what occured in the past. I will return to work next week assisting, communicating and amplifying our educational cause to the very same great people that we hired before our strike became a reality, living with the problem, existing with the wounds and most of all, attempting to personify our ultimate cause - educating our youth.